

COMPANIES ACTS 1963 TO 2012



4176421

COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

MEMORANDUM AND ARTICLES OF ASSOCIATION

-of-

THE REHAB GROUP

Incorporated 28 July 1953
(incorporating all amendments up to and
including 29 July 2013)

C. R. O.

31 JUL 2013

McCann FitzGerald
Solicitors
Riverside One
Sir John Rogerson's Quay
Dublin 2

COMPANIES ACTS 1963 TO 2012

**COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL**

MEMORANDUM OF ASSOCIATION

-of-

THE REHAB GROUP

(As amended by Special Resolution dated 29 July 2013)

1. The name of the Company is "THE REHAB GROUP".
2. The Registered Office of the Company will be situate in the Republic of Ireland.
3. The objects for which the Company is established are as follows (that is to say): To do all or any of the following things for the purpose of attaining the ends of the Company, if and so far as allowed by law, and subject to the observance and performance of whatever may be required by law in order legally to carry out the same:
 - (a) To provide or assist, by whatever manner or means from time to time available, in the provision of the assessment, preventative or remedial action, vocational training, encouragement, education, development, employment, care, housing, equipment and rehabilitation of persons with disabilities and other disadvantaged persons (which terms include without limitation persons mentally or physically handicapped, disabled, ill or suffering any disorder or disease) designed or adapted to meet their needs and to do all things as will improve the quality of life of such persons especially to enhance their social and economic independence, support the fundamental right of equal opportunity with specific actions and help prevent social exclusion.

The objects set out above at paragraph 3(a) are the main objects of the Company and all others listed hereafter are subsidiary and ancillary thereto.

- (b) To raise funds and appoint any person, company, society, association or undertaking to raise funds on behalf of the Company.
- (c) To establish, maintain and develop a village or villages upon any land for the time being belonging to the Company, or in which the Company is interested, and to carry on either independently of, or in connection or conjunction with such village or villages all such businesses, trades and operations as may be

conducive to the attainment of the objects of the Company or of any of them and to the proper and efficient organisation of such village or villages.

- (d) To sell, turn to account, exchange, let on hire or otherwise deal with or dispose of any part of the work and all or any of the articles and things manufactured by the Company.
- (e) To carry on any other business whether manufacturing or otherwise, or form of activity which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property or to advance the interests of the Company or to further its objects.
- (f) To apply for, purchase, or otherwise acquire any trade marks, patents, brevets d'inventions, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
- (g) To raise, expend, and accumulate funds and income, and to receive subscriptions and donations for the purposes aforesaid.
- (h) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined.
- (i) To acquire by subscription, purchase or otherwise and to accept and take, hold or sell, shares, stocks, debentures, debenture stock, bonds, obligations or securities issued or guaranteed by any company, society, association or undertaking, constituted or carrying on business in the Republic of Ireland or in the United Kingdom of Great Britain and Northern Ireland or in any colony or dependency or possession thereof or in any foreign country having any object similar to any of the objects of the Company or whose objects are considered to contribute towards those of the Company or are desirous of assisting, working with or raising funds on behalf of the Company.
- (j) To guarantee the payment of any debts or the performance of any contract or obligation of any person, company, society, association or undertaking having objects similar to any of the objects of the Company or whose objects are considered to contribute towards those of the Company or are desirous of assisting, working with or raising funds on behalf of the Company and to give indemnities of all kinds and to secure any such guarantee and any such indemnity in any manner and in particular by the creation of charges or mortgages (whether legal or equitable) or floating charges or the issue of debentures charged upon all or any of the property and rights of the Company both present and future.
- (k) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debentures and

debenture stock, redeemable or otherwise and to raise and borrow money at interest for the purposes of the Company on such terms and on such security (if any) as may be determined.

- (l) To acquire and undertake or to enter into any agreement or arrangement for the acquisition or undertaking of the whole or any part of the business, property and liabilities of any person, committee, organisation or company carrying on any business which the Company is authorised to carry on, or possessed of property suitable for the purposes of the Company.
- (m) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever, and any rights, privileges or easements over or in respect of any property, and any buildings, offices, factories, mills, works, wharves, road, railways, tramways, machinery, engines, rolling stock, plant and live and dead stock, barges, vessels or things, and any real or personal property or rights whatsoever.
- (n) To acquire, erect, furnish, adapt and equip, any building of whatever kind whether fixed or movable for the purpose of the work or objects of the Company.
- (o) To cultivate, develop, improve, farm and to manage any land for the time being belonging to the Company, and to erect, pull down, alter and to repair and insure buildings, and to make and erect roads, walls, drains, sewers, and fences, and to provide, supply, or arrange for the supply of water, gas, telephone, electricity, and heating and sanitary apparatus, appliances and conveniences in connection with any buildings of the Company.
- (p) To accept gifts, donations, devises, and bequests of land, money and other property or the proceeds thereof and to hold any funds or property upon trusts calculated to promote all or any of the objects of the Company.
- (q) To establish and support or aid in the establishment and support of associations, institutions, funds, trusts, and conveniences calculated to benefit trainees or employees or ex-trainees or ex-employees of the Company or the dependants or connections of such persons, and to grant pensions and allowances, and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, for any public, general or useful object.
- (r) Subject to Clause 4 of this Memorandum to pay officers, nurses, attendants, clerks, and servants of the Company, to make payments for insurance on their behalf, and to provide houses for them, and to make provision for any person or the widow of any person who has been trained or employed by the Company.
- (s) Subject to Clause 4 of this Memorandum to remunerate any medical man or other expert for services rendered to the Company or any patient, trainee or employee of the Company.

- (t) To pay or contribute to the funeral expenses of any trainee, employee, patient or servant of the Company.
- (u) To contract with any person, corporation, association, local or other authority or public body for the reception of trainees, employees or patients on such terms as may be arranged.
- (v) To purchase and acquire, apparatus, books, periodicals, appliances, drugs, and stores in connection with the treatment, prevention and cure of tuberculosis or any other disease, illness or disability and to acquire, hire or purchase any games or books for the amusement or use of the patients, ex-patients, employees and staffs.
- (w) To publish or contribute to the publication of any papers, periodicals, or books in connection with any work in which the Company is engaged or interested, and in connection with the treatment, cure, and prevention of tuberculosis or any other disease, illness or disability.
- (x) To adopt such means of making known the activities and works of the Company as may seem expedient and in particular by advertising in the press, by circulars, by publication of books and periodicals and by granting prizes, rewards and donations.
- (y) To promote or oppose or join in promoting or opposing legislative and other measures affecting or likely to affect any of the objects or work of the Company.
- (z) To apply for, promote or obtain any provisional Order or statute to enable the Company to carry any of its objects into effect or to effect any modification of the Company's constitution, or for any other purpose which may seem expedient, or oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interest.
- (aa) To promote any company or companies for the purpose of acquiring all or any of the property, rights, liabilities, undertaking or part thereof of the Company for such consideration as the Company may think fit and, in particular, for shares, debentures or other securities of any other company and to promote any company or companies for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (bb) To establish, regulate and discontinue franchises and agencies, and to undertake and transact all kinds of agency and franchise business which an ordinary individual may legally undertake.
- (cc) To sell, improve, manage, develop, exchange, lease, hire, mortgage, dispose of, turn to account or otherwise deal with all or any part of the undertaking, property and rights of the Company.
- (dd) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

It is hereby expressly declared that the objects specified in each paragraph of this Clause shall, unless otherwise expressed, be independent main objects and shall not be limited or restricted by reference to or inference from the terms of any other paragraph.

Provided that the Company shall not support with its funds any objects or endeavour to impose on or procure to be observed by its members or others any regulation, restriction, or condition which if an object of the Company would make it a Trade Union.

Provided also that in case the Company shall take or hold any property subject to the jurisdiction of the Commissioners of Charitable Donations and Bequests of Ireland the Company shall not sell, mortgage, charge or lease the same without such authority, approval, or consent as may be required by law; and as regards any such property the Managers or Trustees of the Company shall be chargeable for such property as may come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects, and defaults, and for the due administrations of such property in the same manner and to the same extent as they would as such Managers or Trustees have been if no incorporation had been effected; and the incorporation of the Company shall not diminish or impair any control or authority exercisable by the High Court or the Commissioners of Charitable Donations and Bequests for Ireland over such Managers or Trustees but they shall as regards any such property be subject jointly and severally to such control and authority as if the Company were not incorporated.

In case the Company shall take or hold any property which may be subject to any trusts the Company shall only deal with the same in such manner as allowed by law having regard to such trusts.

4. The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend, bonus, or otherwise howsoever by way of profit to the members of the Company. Nothing herein shall prevent the payment in good faith of:
- (i) reasonable and proper remuneration to any member, officer or servant of the Company in return for services actually rendered to the Company, or
 - (ii) interest at a rate not exceeding five per cent per annum on money lent by any member to the Company, or
 - (iii) reasonable and proper rent for premises demised or let by any member to the Company.

However, no member of the Company's Group Board of Directors or governing body, by whatever title called, shall be appointed to any salaried office of the Company or to any office of the Company paid by fees. No remuneration or other benefit in money or money's worth shall be given by the Company to any member of such Group Board of Directors or governing body, other than:

- (iv) the repayment of out-of-pocket expenses, or
 - (v) interest at the rate aforesaid on money lent to the Company, or
 - (vi) reasonable and proper rent for premises demised or let to the Company, or
 - (vii) a payment to a company of which a member of the Group Board of Directors may be a member, holding not more than one percent part of the capital of that company, such member not to be bound to account for any share of profits he or she may receive in respect of such a payment.
5. No addition, alteration, or amendment shall be made to or in the provisions of the Memorandum or Articles of Association for the time being in force, unless the same shall have been previously submitted to and approved by the Revenue Commissioners.
 6. No amendments of any kind shall be made to the provisions of Clauses 4 and 9 of the Memorandum of Association and no amendments shall be made to the Memorandum and Articles of Association to such extent that they would alter the effect of Clauses 4 and 9 of the Memorandum of Association, such that there would be non-compliance with the requirements of Section 24(1)(a) and (b) of the Companies Act 1963.
 7. The liability of the members is limited.
 8. Every member of the Company undertakes to contribute to the assets of the Company, in the event of the Company being wound up while he or she is a member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding one shilling.
 9. If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Company, but shall be given or transferred to another company whose objects are the promotion of charity and which has main objects similar to the main objects of the Company, which other company also meets the requirements of paragraph (b) of Section 24(1) of the Companies Act 1963, such company to be determined by the members of this Company at or before the time of dissolution, or in default thereof by such Judge of the High Court as may have or acquire jurisdiction in the matter, and if and so far as effect cannot be given to such provision, then to some charitable object.
 10. True accounts shall be kept of the sums of money received and expended by the Company and the matter in respect of which such receipt, and expenditure takes place, and of the property, credits and liabilities of the Company; and subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors. A copy of the audited accounts shall be made available to the Revenue Commissioners on request.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

John Lynne McDowell
98 St. Stephen's Green,
Dublin,
Solicitor

Henry Edward Counihan,
15 Upper Fitzwilliam St.,
Medical Doctor.

Francis Michael Cahill,
18 Whilton Road,
Terenure,
Dublin
Insurance Officer.

Ian Robert Moore,
Clara,
Herbert Park,
Dublin 4
Medical Doctor.

Ronald Stodart Nesbitt,
Culgrenagh,
Rochestown Avenue,
Dunlaoghaire,
Company Director.

Morgan Crowe,
"Rocklon",
Nutley Park,
Ballsbridge,
Medical Doctor.

Colm S. Gallen,
Tracton,
Bird Avenue,
Clonskeagh,
Medical Doctor.

Dated this 15th day of July 1953.

Witness to the above signatures: M. O'Brien, 23 Pleasants Street, Dublin

COMPANIES ACTS 1963 TO 2012
COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE REHAB GROUP

(As amended by Special Resolution dated 29 July 2013)

PRELIMINARY

1. These Articles shall be construed with reference to the provisions of the Companies Acts 1963 to 2012, and terms used in these Articles shall be taken to have the same meaning as they have when used in those Acts, or any statutory modification thereof in force at the date at which these Articles become binding on the Company. The Regulations contained in Table A in the First Schedule Companies (Consolidation) Act 1908 shall not apply to the Company.
2. The business of the Company shall consist of all matters and things set forth in the Memorandum of Association, or any of them, and shall be conducted under the control of the Group Board of Directors according to the terms of these Articles.

MEMBERS

3. For the purpose of registration the number of members of the Company is declared to be twenty, but the Group Board of Directors may from time to time register an increase in the number of members.
4. No person shall be admitted a member of the Company unless he or she is first approved of by the Group Board of Directors. The Group Board of Directors shall have absolute discretion to accept or reject the application of any person for membership, and need not assign any reason for such decision.
5. Where any person desires to be admitted to membership of the Company he or she must sign and deliver to the Secretary an application for admission.
6. Any member may, on his or her own application, retire from the Company at the end of any financial year, on giving one month's previous notice in writing to the Secretary.
7. The Group Board of Directors shall have absolute power to determine the membership of any member of the Company at the end of any financial year upon

giving to such member one month's previous notice in writing of the intention to determine such membership and need not assign any reason for such decision.

8. Any member shall cease to be a member of the Company if he or she shall become bankrupt or insolvent or compound with his or her creditors.
9. The entry of a member's name in the Register of Members shall be evidence of membership, and it shall not be incumbent on the Company to issue any certificate of membership.
10. The rights of a member as such shall be personal and shall not be transferable and shall cease on death.

GENERAL MEETING

11. The first General Meeting shall be held at such time not being less than one month nor more than three months after the incorporation of the Company, and at such place as the Group Board of Directors may determine.
12. Subsequent general meetings shall be held at least once in every calendar year at such time not being more than fifteen months after the holding of the last preceding general meeting, and place as may be prescribed by the Company in general meeting, and if no other time or place is prescribed a general meeting shall be held on the 1st day of October in every year, at such place as may be determined by the Group Board of Directors.
13. The above meetings shall be called annual general meetings; all other general meetings shall be called extraordinary general meetings.
14. The members of the Group Board of Directors may, whenever they think fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or in default may be convened by such requisitionists as provided by Section 132 of the Companies Act 1963.
15. If at any time there are not within the State sufficient members of the Group Board of Directors capable of acting to form a quorum, any member of the Group Board of Directors or any two members of the Company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Group Board of Directors.
- 16.1 Fourteen days' notice (or twenty one in the case of an annual general meeting or a meeting for the passing of a special resolution) at the least, specifying the place, the day, and the hour of meeting, and, in case of special business, the general nature of such business, shall be given to the members in manner hereinafter mentioned, or in such other manner (if any) as may be prescribed by the Company in general meeting, but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting. The notice shall be exclusive of the date on which it is served and of the day for which it is given.

- 16.2 A meeting of the Company shall, notwithstanding Article 16.1, be deemed to have been duly called if it is so agreed by the auditors and by all the members entitled to attend and vote thereat.
- 16.3 Subject to Section 141 of the Companies Act 1963, a resolution in writing signed by all the members for the time being entitled to attend and vote on such resolution at a general meeting shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution within the meaning of the said Act. Any such resolution may consist of several documents in like form each signed by one or more members for the time being entitled to attend and vote on such resolution at a general meeting.
17. All business that is transacted at an extraordinary general meeting and at any annual general meeting, other than the consideration of the accounts, balance sheets and report of the Group Board of Directors shall be deemed special business.
18. No business shall be transacted unless a quorum of members is present at the commencement of such meeting. Subject to Article 19, six members shall constitute a quorum.
19. If within one hour from the time appointed for the meeting a quorum of members is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the following week and at the same time and place, and, if at such adjourned meeting, a quorum of members is not present, those members who are present shall be a quorum and may transact the business for which the meeting was called.
- 20.1 The Chairperson of the Group Board of Directors or in his or her absence the Vice-Chairperson shall preside as Chairperson at every general meeting of the Company. If neither of them be present at any meeting within fifteen minutes after the time appointed for holding the meeting the members present shall choose one of their number to be Chairperson.
- 20.2 The Chairperson of the meeting shall, in case the votes are equally divided, be entitled to a second or casting vote.
- 20.3 The Chairperson may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left undisposed of at the meeting at which the adjournment took place.
21. At any general meeting a declaration by the Chairperson that a resolution has been carried and an entry to that effect in the book of proceedings of the Company shall be sufficient evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
22. Every member shall have one vote, and one vote only at a general meeting of the Company and votes in all cases shall be given personally.
23. No member has a right to appoint a proxy on his or her behalf.

GROUP BOARD OF DIRECTORS

24. The affairs of the Company shall be conducted by a Group Board of Directors. Each member of the Group Board of Directors is required to sign a confidentiality agreement as may be prescribed from time to time by the Group Board of Directors.
- 25.1 The Group Board of Directors shall consist of not less than 10 members and not more than eighteen members of the Company.
- 25.2 The Group Board of Directors in office at the date of adoption of these Articles shall all retire at the next annual general meeting of the Company and all are eligible for re-election.
- 25.3 The Group Board of Directors shall be elected at each annual general meeting of the Company. The term of office of each member of the Group Board of Directors shall be determined by the annual general meeting but shall not exceed three years.
- 25.4 No member shall be eligible for re-election or co-option to the Group Board of Directors so as to hold, or have held, the office of member of the Group Board of Directors for nine consecutive years, such nine year period to be calculated from the date the Group Board of Directors in office at the date of adoption of these Articles retire under Article 25.2.
- 25.5 A member of the Group Board of Directors shall hold office from the conclusion of the annual general meeting at which he or she is elected until the conclusion of the annual general meeting at which his or her term of office expires.
- 26.1 The Chairperson and Vice Chairperson shall be appointed at the annual general meeting annually from the persons who are members of the Group Board of Directors (as at the conclusion of that meeting) and shall hold office until the conclusion of the following annual general meeting.
- 26.2 No member of the Group Board of Directors shall hold offices of either the Chairperson or Vice Chairperson for more than six consecutive years, such six year period to be calculated from the date the Group Board of Directors in office at the date of adoption of these Articles retire under Article 25.2.
27. The qualification of a member of the Group Board of Directors shall be membership of the Company.
28. The Group Board of Directors may exercise all such powers of the Company, as are not hereby or by the Companies Acts 1963 to 2012 or by any statutory modification thereof for the time being in force, or by the regulations of the Company, required to be exercised by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Group Board of Directors which would have been valid if such regulation had not been made.
29. The Group Board of Directors may without any limitation as to amount exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking and property or any part thereof and to issue debentures debenture stock

and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

30. The Group Board of Directors shall have power, if they think it advisable to constitute a reserve fund for the needs and emergencies of the Company.
31. The Group Board of Directors may from time to time entrust to and confer on a chief executive officer for the time being such of the powers exercisable under these presents by the Group Board of Directors as they may think fit, and may confer such powers for such time and to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient; and they may confer such powers either collaterally with or to the exclusion of and in substitution for all or any of the powers of the Group Board of Directors in that behalf; and may from time to time revoke, withdraw, alter, or vary all or any of such powers.
32. The Group Board of Directors shall have power at any time and from time to time to appoint any other member to be a member of the Group Board of Directors either to fill a casual vacancy or as an addition to the Group Board, but so that the total number of the Group Board of Directors shall not at any time exceed the maximum number hereinbefore fixed. Any member of the Group Board of Directors so appointed shall hold office only until the next following annual general meeting when he or she shall retire but shall be eligible for re-election.
33. No person shall receive any remuneration when acting as a member of the Group Board of Directors of the Company, or any committee formed under Article 44 but the Group Board of Directors shall be entitled to be repaid all reasonable travelling, hotel and other expenses incurred by them in and about the business of the Company including their expenses of travelling to or from Committee meetings.
34. A resolution in writing, signed by all the members of the Group Board of Directors (or all the members of a committee of the Group Board of Directors) for the time being entitled to receive notice of a meeting of the Group Board of Directors or a meeting of the committee thereof (as the case may be), shall be as valid as if it had been passed at a meeting of the Group Board of Directors or a meeting of a committee thereof (as the case may be) duly convened and held and any such resolution may consist of several documents in like form each signed by one or more members of the Group Board of Directors or members of a committee thereof (as the case may be).
35.
 - (a) For the purpose of these Articles, the contemporaneous linking together by telephone or other means of electronic communication of a number of members of the Group of Board of Directors not less than the quorum shall be deemed to constitute a meeting of the Group Board of Directors and all the provisions in these Articles as to meetings of the Group Board of Directors shall apply to such a meeting, provided that:
 - (i) each member of the Group Board of Directors taking part in such a meeting is able to hear, and speak to, each of the other members of the Group Board of Directors taking part; and

- (ii) at the commencement of such a meeting each member of the Group Board of Directors must acknowledge his or her presence and that he or she accepts that the proceedings shall be deemed to be a meeting of the Group Board of Directors.
 - (b) A member of the Group Board of Directors may not cease to take part in such a meeting by disconnecting his or her telephone or other means of communication unless he or she has previously obtained the express consent of the Chairperson of the meeting, and a member of the Group Board of Directors shall be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting unless he or she has previously obtained the express consent of the Chairperson of the meeting to leave the meeting.
 - (c) A minute of the proceedings at such meeting by telephone or other means of communication shall be sufficient evidence of such proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.
 - (d) The provisions of this Article shall apply, mutatis mutandis, to meetings of committees of the Group Board of Directors.
36. The quorum of members of the Group Board of Directors for transacting business shall, unless otherwise fixed by the Group Board of Directors, be six.
- 37.1 A member of the Group Board of Directors who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his or her interest at the meeting of the Group Board of Directors at which the question of entering into the contract or arrangement is first taken into consideration, if his or her interest then exists, or in any other case at the first meeting of the Group Board of Directors after he or she becomes so interested.
- 37.2 A general notice given by a member of the Group Board of Directors to the effect that:
- (a) he or she is a member of a specified company or firm and is to be regarded as interested in all transactions with such company or firm; or
 - (b) he or she is to be regarded as interested in any transaction which may be made after the date of the notice with a specified person who is connected with him or her (within the meaning of Section 26 of the Companies Act 1990);

shall be sufficient declaration of interest under this Article, and after such general notice is given it shall not be necessary to give any special notice relating to any subsequent transaction with such company or firm, provided that either the notice is given at a meeting of the Group Board of Directors or the member of the Group Board of Directors giving the notice takes reasonable steps to secure that it is brought up and read at the next meeting of the Group Board of Directors after it is given.

- 37.3 If any question shall arise at any meeting of the Group Board of Directors as to the existence of the interest of a member of the Group Board of Directors (other than the Chairperson of the meeting) or as to the entitlement of any member of the Group Board of Directors (other than such Chairperson) to vote or be counted in the quorum, and such question is not resolved by his or her voluntarily agreeing to abstain from or not to be counted in the quorum, such question shall be referred to the Chairperson of the meeting and his or her ruling in relation to such other member of the Group Board of Directors shall be final and conclusive except in a case where the nature or extent of the interest of the member of the Group Board of Directors concerned as known to such member of the Group Board of Directors has not been fully disclosed to the Group Board of Directors.
- 37.4 If any question as aforesaid shall arise in respect of the Chairperson of the meeting such question shall be decided by resolution of the Group Board of Directors (for which purpose such Chairperson shall be counted in the quorum but shall not vote thereon) and such resolution shall be final and conclusive except in a case where the nature or extent of the interest of such Chairperson as known to such Chairperson has not been fully disclosed to the Group Board of Directors.
38. A member of the Group Board of Directors may not vote in respect of any contract, appointment or arrangement in which he or she is interested and shall not be counted in the quorum present at the meeting.
39. The office of a member of the Group Board of Directors shall be vacated:
- (a) if he or she becomes bankrupt or insolvent or compounds with his or her creditors;
 - (b) if he or she becomes of unsound mind or be found a lunatic;
 - (c) if he or she be convicted of any indictable offence, unless the majority of the other members of the Group Board of Directors are of opinion that the offence did not involve moral turpitude on the part of the member and duly record same in the minute book of the Group Board of Directors;
 - (d) becomes prohibited from being a director of any company by reason of any order made under the Companies Acts 1963 to 2012;
 - (e) if the Court makes a declaration in respect of him or her under Section 150 of the Companies Act 1990;
 - (f) if he or she give the Group Board of Directors one calendar month's notice in writing of his or her intention to resign his or her office;
 - (g) if he or she absent himself or herself from the meetings of the Group Board of Directors for a period of six calendar months without special leave of absence from the other members of the Group Board of Directors;
 - (h) if he or she is requested in writing by a majority of the other members of the Group Board of Directors to resign;

- (i) if he or she is directly or indirectly interested in any contract with the Company and fails to declare the nature of his or her interest in a manner required by Section 194 of the Companies Act 1963 as amended by Section 47(3) of the Companies Act 1990,

But any act done in good faith by a member of the Group Board of Directors whose office is vacated as aforesaid, shall be valid unless, prior to the doing of such act, written notice, shall have been served upon the Group Board of Directors or any entry shall have been made in the minute book of the Group Board of Directors stating that such member has ceased to be a member of the Group Board of Directors of the Company.

- 40.1 The Group Board of Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes.
- 40.2 In cases of equality of votes the Chairperson shall have a second or casting vote.
- 41. A member of the Group Board of Directors may, and the Secretary, at the requisition of a member of the Group Board of Directors, shall at any time summon a meeting of the Group Board of Directors.
- 42. The continuing members of the Group Board of Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the minimum number of members of the Group Board of Directors hereinbefore prescribed, the continuing members of the Group Board of Directors may act for the purpose of increasing the number of members of the Group Board of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 43. The Chairperson or in his or her absence the Vice-Chairperson shall be the Chairperson of the Group Board of Directors and if at any meeting neither the Chairperson nor the Vice-Chairperson is present within five minutes after the time for holding the meeting, the members of the Group Board of Directors present may choose one of their members to be Chairperson of the meeting.
- 44. The Group Board of Directors may delegate any of their powers to committees consisting either exclusively of their own number or partly of their own number and partly of others not necessarily members of the Company as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Group Board of Directors.
- 45. A committee may elect a Chairperson of its meetings but if no such Chairperson is elected, or if at any such meeting the Chairperson is not present within five minutes after the time appointed for the holding of the meeting, the members present may choose one of their number to be Chairperson of the meeting.
- 46. A committee may meet and adjourn as they think proper, and questions arising at any meeting shall be determined by the majority of votes of the members present, and in case of equality of votes, the Chairperson shall have a second or casting vote.

47. All acts done by any meeting of the Group Board of Directors, or by the committees appointed by the Group Board of Directors, or by any persons present acting as members of such Group Board or committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such member of such Group Board or committee or any persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if such person had then been duly appointed and was qualified to be a member of such Group Board or committee.
48. The Group Board of Directors shall cause a register to be kept of members of the Company with their respective last known places of abode, and also minutes to be duly entered in books provided for the purposes:
- (a) of all appointments of officers;
 - (b) of the names of the members of the Group Board of Directors present at each meeting of the Group Board of Directors, and of the persons present at each meeting of a committee;
 - (c) of all orders made by the Group Board of Directors, or by a committee; and
 - (d) of all resolutions and proceedings of general meetings and of meetings of the Group Board of Directors and of committees, and any such minutes of any meeting of the Group Board of Directors or of any committee or of the Company if purporting to be signed by the Chairperson of such meeting or by the Chairperson of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes.

THE SEAL

49. The seal of the Company shall only be used by the authority of the Group Board of Directors or of a committee authorised by the Group Board in that behalf and every instrument to which the seal shall be affixed shall be signed by a member of the Group Board of Directors and shall be countersigned by a second member of the Group Board of Directors or by the Secretary or by some other person appointed by the Group Board of Directors or a committee thereof for the purpose.

ACCOUNTS

50. The Group Board of Directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place, and of the assets and liabilities of the Company.
51. The books of account shall be kept at the registered office of the Company or subject to the provisions of the Companies Acts 1963 to 2012 and in particular Section 202 of the Companies Act 1990 at such other place or places as the Group Board of Directors think fit, and shall always be open to the inspection of the Group Board of Directors at all reasonable times.
52. The Group Board of Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the

accounts and books of the Company or any of them shall be open to the inspection of members (not being members of the Group Board of Directors) and no member shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Group Board of Directors or by the Company in general meeting.

53. The Group Board of Directors shall in accordance with the Companies Acts 1963 to 2012, at every annual general meeting of the Company lay before the members a statement of the income and expenditure of the Company during the preceding year, and also a balance sheet covering the same period together with a report of the Group Board of Directors as to the state of the Company's affairs.
54. A copy of such statement, balance sheet and report shall be signed on behalf of the Group Board of Directors in accordance with Section 156 of the Companies Act 1963 and in accordance with Section 159 of the Companies Act 1963 sent to every person entitled under the Companies Acts 1963 to 2012 to receive them.
55. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Companies Acts 1963 to 2012, and in particular Section 160 to 163 of the Companies Act 1963 (as amended) and extended by Section 182 to 200 of the Companies Act 1990 (as amended).

NOTICES

56. A notice may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter, addressed to such member at his or her registered place of abode.
57. Where a notice is sent by post service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and the notice shall be deemed to have been received 48 hours after it shall have been posted.

INDEMNITIES

58. Every member of the Group Board of Directors, Manager and other Officer or Servant of the Company shall be indemnified by the Company against, and it shall be the duty of the Group Board of Directors out of the funds of the Company to pay all costs, losses and expenses, which any such officer or servant may incur or become liable for by reason of any contract entered into, or act or thing done by him or her as such officer or servant, or in any way in the discharge of his or her duties, including travelling expenses.
59. No member of the Group Board of Directors or other officer of the Company shall be liable for the acts, receipts, neglects or defaults of any other member of the Group Board of Directors for or on behalf of the Company, on or for the insufficiency or deficiency of any security in or upon which any of the monies of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any monies, securities or effects shall be deposited, or for any loss occasioned by any error of judgment or oversight on his or her part, or for any other loss, damage or misfortune whatsoever which shall happen

in the execution of the duties of his or her office or in relation thereto, unless the same happen through his or her own dishonesty.

60. The provisions of Clause 9 of the Memorandum of Association relating to the winding up and dissolution of the Company shall have effect as if the same were repeated in these Articles.

